



**CITY OF ROCKVILLE  
111 MARYLAND AVENUE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 47-15  
WATER TREATMENT CHEMICALS**

Sealed bids addressed to the City of Rockville, Maryland for **WATER TREATMENT CHEMICALS** will be received at the Purchasing Office, City Hall, 111 Maryland Avenue, Rockville, Maryland 20850 until **TUESDAY, JULY 28, 2015 by 2:00 PM.**

The bidder shall assume full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will **not** be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor & Council Chambers, City Hall, 111 Maryland Avenue, Rockville MD, 20850.

**ADMINISTRATIVE BIDDING REQUIREMENTS AND INSTRUCTIONS**

**1. Procurement Rules:**

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will **not** be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.
- B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

1. The term “**Invitation for Bid**” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.
2. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
3. The term “**bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
4. The term “**City**” means the City of Rockville.
5. The term “**Contractor**” means a bidder that is awarded a contract as a result of this IFB.
6. The term “**day**” means calendar day unless otherwise specified in this document.
7. The term “**dollar**” and the symbol “\$” mean United States of America dollars.
8. The terms “**you**” and “**your**” means the same as the term “bidder” above.
9. All references to a time of day are references to the time in Montgomery County, Maryland, USA.

2. Proposed Schedule:

- A. IFB release date – Tuesday, July 7, 2015
- B. Pre-Bid Conference(not mandatory) – Tuesday, July 14, 2015
- C. Questions Due – Tuesday, July 21, 2015
- D. IFB closing date – Tuesday, July 28, 2015 @ 2PM**
- E. Opening/Reading of bids – Tuesday, July 28, 2015 @ 2PM

**PRE-BID CONFERENCE**

A pre-bid conference is scheduled for **TUESDAY, JULY 14, 2015 at 10 A.M.** at the City of Rockville Public Works Facility training room, 14625 Rothgeb Drive, Rockville, Maryland, 20850. Vendors are encouraged to visit all sights prior to the pre-bid conference. Failure to attend the pre-bid conference may result in a significant decrease in understanding the scope of work. **Attendance is highly recommended but not required.**

**SUBMISSION**

Bid submissions shall be provided in duplicate (one original and one copy). Bid shall be submitted in a sealed container labeled as follows:

**WATER TREATMENT CHEMICALS**

Name and address of Bidder

Bid Number 47-15

Closing Date

All bids shall be addressed and delivered by the date and time specified to:

City of Rockville  
Attn: Purchasing Division  
111 Maryland Avenue  
Rockville, Maryland 20850

**BID RELATED QUESTIONS**

Technical and contractual questions pertaining to this bid shall be directed to:

Jessie J. Woods  
Buyer I  
City of Rockville  
Purchasing Division  
111 Maryland Avenue  
Rockville, MD 20850  
Telephone (240) 314-8431  
E-mail: [jessie.woods@rockvillemd.gov](mailto:jessie.woods@rockvillemd.gov)

**AWARD**

Award will be made to the two (2) lowest responsive and responsible bidders for each chemical complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City. The City reserves the right to award to fewer than two (2) bidders if deemed to be in its best interest.

Upon award, the City will issue contracts to the chosen bidders in amount to be determined at the time of award based on available funding.

**ADDENDUM**

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an Addendum with your response may result in disqualification of proposal.

**AGREEMENT**

The successful contractor shall be required to complete a two party standard form of agreement. See sample contract on pages 33-34.

## **INSURANCE**

The successful contractor shall meet all of the insurance requirements contained within this document. Contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation.

## **NOTICE TO BIDDERS**

"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

## **W-9 FORM REQUIRED**

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be down loaded from: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

## **US TREASURY IDENTIFICATION NUMBER**

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

## **QUALIFICATION TO CONTRACT WITH PUBLIC BODY**

Bidders must be qualified to bid in the state in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

## **DISABILITY INFORMATION**

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

It is the intent of the City Of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.



**CITY OF ROCKVILLE MARYLAND**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**  
NON-CONSTRUCTION – 10/2012

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
  - Bid proposal page(s) in duplicate
  - Non-collusion/non-conviction affidavit
  - References, if requested
  - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
  - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
  - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;
  - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by

objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.

- d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
  - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid. See page 21 for service items in which the award will be based on.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance on previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
  - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the Contractor decline the City's right to exercise any option period, the City may consider the Contractor in default, which may affect that Contractor's eligibility for future contracts.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**  
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **ELECTRONIC PAYMENT OPTION**  
The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:  
<http://www.rockvillemd.gov/business/payment>
26. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
27. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
28. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and

such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

29. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
30. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
32. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
33. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
34. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
35. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
36. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Contract Administrator, Lew Dronenburg or Jason Beale, shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Contract Administrator.
37. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's



employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

38. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address: [http://www.rockvillemd.gov/business/Rockville\\_Confidentiality\\_Policy.pdf](http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf).
  
39. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
  
40. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
  
41. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause  
  
If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.
  
42. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Contract Administrator shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Contract Administrator, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
  
43. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
  
44. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such

article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

45. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.
  
46. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
  
47. **SUBCONTRACTING** Subcontractors are **not** allowed for this project. Exceptions will **not** be granted.
  
48. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
  
49. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
  
50. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
  
51. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense,

and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

## INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

### MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
<b>1. Workers' Compensation</b> <b>2. Employers' Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
<b>3. Commercial General Liability</b>  a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
<b>4. Automobile Liability</b>  a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>Form CA20 48 02 99 form to be both signed and dated.</b>
<b>5. Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
<b>6. Professional Liability (if applicable)</b>	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

### POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a

new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

**ADDITIONAL INSURED**

**The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured** on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

**CERTIFICATE HOLDER**

**The Mayor and Council of Rockville**

**IFB 47-15, WATER TREATMENT CHEMICALS**

City Hall  
111 Maryland Avenue  
Rockville, MD 20850

## **SPECIAL PROVISIONS**

### **1. PURPOSE**

The City of Rockville (hereinafter called the "City") is seeking qualified vendors (hereinafter called the "Contractor") to furnish and deliver Water Treatment Chemicals to the City's Water Treatment Plant on an "as needed" basis. The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to provide and deliver chemicals in accordance with the specifications contained herein.

### **2. CONTRACT VALUE**

This is a requirements contract for providing a readily available source to serve at the City's discretion for services specified. The quantities listed are the City's best estimate and are not to be taken as a guarantee of any specific dollar expenditure.

### **3. CONTRACT TERM**

The contract term shall be from July 1, 2015 to June 30, 2016. The City reserves the right to extend the contract for four (4) additional 1-year periods.

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event funding is not granted, the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approval has been denied.

Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default which decision may affect that vendor's eligibility for future contracts.

### **4. CONTRACT AWARD**

The right is reserved to make a separate award of each item, a group of items, or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the City. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.

The lowest most responsive, as determined by the City may be designated the primary source of supply. The secondary source will be the next lowest most responsive bidder, as determined by the City. The primary source will always be contacted first when items are required. If the item is not available from the primary source, then the secondary source will be contacted.

### **5. PRICE ADJUSTMENTS**

All prices offered herein shall be held firm against any increase for one (1) year from the effective date of the contract award.

Annual price adjustments may be permitted only for changes in the contractor's cost of services and materials and may not exceed the increase in the Producer Price Index (PPI). The Contractor shall give not less than sixty (60) days advance notice, in writing, of any chemical price increase to the Purchasing Division. The notice shall document the proposed amount and effective date

for each chemical subject to an increase. A request for a price adjustment is subject to approval or rejection by the City. If the increase is approved, it shall be effective from the date of receipt of the contractor's request and shall be in effect for a period of one year.

Equally, the contractor is further advised that decreases, which may affect the cost of a chemical, are required to be communicated, in writing, to the Purchasing Division for immediate review.

## **6. SUBCONTRACTING**

There shall be **NO** subcontracting or assignment of work delegation.

## **7. ORDERING AND DELIVERY SCHEDULE**

Upon award, orders will be placed on an "as needed" basis by the Water Treatment Plant Superintendent. All chemical orders shall be delivered within (72) hours after placement.

Contractor shall furnish and deliver the Water Treatment Chemicals in accordance with recommended delivery methods and/or containers as determined by the specifications of this bid.

Chemical containers supplied by the contractor shall be the sole responsibility of the contractor at all times. The City will not incur any additional costs because the container is on the City's site. Additionally, tamper proof seals shall be affixed to all hatches that can be opened on bulk delivery trucks in order to expedite acceptance of the delivery.

All deliveries to the City's Water Treatment Plant will be performed between the hours of 6:00 a.m. and 2:00 p.m., Monday through Friday, with the exception of Contract holidays. The Contractor must obey all noise ordinance regulations as required by County, City or Municipal jurisdictions. Contract holidays are as follows:

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

## **8. DELIVERY TICKET**

All deliveries shall be accompanied by a delivery ticket and must reference the following information:

- Contractor's Name, Address, and Telephone Number
- Purchase Order Number
- Date of Order and Date of Delivery
- Chemical Name and Chemical Analysis showing concentration of active ingredient
- Quantity and Price, in accordance with the contract
- Must be in Duplicate

Upon delivery, a City employee will sign and date the delivery ticket and keep one copy for the Water Treatment Plant and one is to be retained by the contractor.

## **9. FREIGHT/TRANSPORTATION**

Prices shall be quoted F.O.B.: City of Rockville, Rockville, Maryland (i.e. **If** charging freight it must be included within the unit bid price). Delivery location will be the City's Water Treatment Plant, 10930 Sandy Landing Road, Potomac, MD 20854. Contractor shall be responsible for off-

loading all shipments from delivery trucks and must have a City of Rockville Water Treatment Plant employee present during the off-loading to verify the chemicals are unloaded into the correct storage tank.

#### **10. CONTRACTOR'S EMPLOYEES**

Employees of the contractor must be in uniform and display a neat and clean appearance. All employees must be pleasant and courteous to the public and City staff during all work.

The contractor must establish a written safety and health policy and provide training materials in a language and at a literacy level that all employees can understand. In addition, the Contractor will assess the City's site for safety hazards and design a work plan that addresses methods of dealing with the hazards.

The contractor and his employees, while on City property, must comply with the Maryland Occupational Safety and Health Act (MOSHA) of 1973 and any amendment thereof.

The City may request the contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

#### **11. EQUIPMENT**

All equipment and vehicles shall be kept and maintained in safe, optimum operation condition without leaking fuel or fluids. All contractor vehicles used in the execution of this contract shall have the company and and/or logo prominently displays on both sides of the vehicle and be clean, maintained and painted to present a neat, professional appearance. In additional, all vehicles and equipment shall meet all current local, state and federal safety requirements.

The City reserves the right to inspect the contractor's equipment and to perform such inspections as may be deemed necessary to insure safety standards are being met.

#### **12. MATERIAL SAFETY DATA SHEETS**

The contractor for each chemical must provide Material Safety Data Sheets (MSDS) to the Water Treatment Plant Superintendent, Glenn Maggard, once the contract has been awarded and prior to the first delivery. The contractor must provide additional Material Safety Data Sheets (MSDS) when any changes or adjustments are made to any chemical or when requested by a City employee.

#### **13. PAYMENT**

The Contractor shall submit an invoice within ten (10) days of delivery of the chemical(s) in accordance with the contract prices set forth herein. Invoices shall be sent to: City of Rockville, Water Treatment Plant, Attn: Glenn Maggard, 10930 Sandy Landing Road, Potomac, MD 20854.

All invoices must reference the Purchase Order Number.



The Water Treatment Plant Superintendent may reject an invoice and may withhold payment in whole or part if the chemical delivery is not in compliance with the terms and conditions of the contract.

#### **14. WARRANTY**

Contractor warrants that all chemicals provided as a result of this solicitation shall:

- Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water treatment chemicals,
- Meet the chemical specifications contained herein,
- Assure that they are suitable for public drinking water supply treatment, and
- Are free of adulterants or impurities of any kind, including those that may cause hazardous conditions or stoppages of the City's water treatment equipment

If any chemical supplied by the contractor fails to meet the specifications, than the contractor shall, at no additional cost to the City, promptly replace that chemical.

#### **15. INSURANCE**

Contractor(s) will be required to submit a certificate of insurance, (including endorsements and waiver) in accordance with the City's Insurance Requirements pages 12-13, once an award has been made.

#### **16. EMERGENCY RESPONSE**

Contractor(s) shall warrant that a properly trained and equipped emergency response team is available (24) hours a day to respond immediately to calls for assistance in case of a chemical leak. Contractor(s) shall provide back-up to the City if such an emergency response is needed.

#### **17. CHEMICAL SPILL**

In the event of a spill during delivery, contractor is responsible for following proper procedures as detailed on the MSDS sheet for that chemical. This would include, but not limited to, the contractor contacting the manufacturer's non-emergency number, 800-242-2271 or Chemtrec's emergency number 800-424-9300 (depending on the nature of the spill), the Montgomery County Hazardous Incident Response Team, 911, and the City's Environmental Hotline, 240-314-8348. Contractor must follow the Accidental Release Measures as detailed on the MSDS sheet to ensure the cleanup is successful.

#### **18. REFERENCES**

Bidder shall have been in business at least (5) years. Contractor shall furnish a representative list of three (3) current contracts and the last two (2) contracts performed. Please provide, on the City of Rockville Reference Form (pages 26-27), the reference name, contact information and description and the chemical provided. References provided should be for deliveries that have occurred within the last three (3) years. The completed reference form must be submitted with the bid.

**19. CONTACT FOR CONTRACTUAL MATTERS**

Contractual questions shall be referred to:

Jessie J. Woods, Buyer I

City of Rockville

Purchasing Division

111 Maryland Avenue

Rockville, MD 20850

Telephone (240) 314-8431

E-mail: [jessie.woods@rockvillemd.gov](mailto:jessie.woods@rockvillemd.gov)

**20. CONTACT FOR TECHNICAL MATTERS**

Technical questions shall be referred to the Contract Administrator:

Glenn Maggard

City of Rockville

Water Treatment Plant

10930 Sandy Landing Road

Potomac, MD 20854

Telephone: 240-314-8556

Email: [g.maggard@rockvillemd.gov](mailto:g.maggard@rockvillemd.gov)

## **CHEMICAL REQUIREMENTS**

### **1. NON-IONIC POLYMER**

#### **A. General Specifications**

1. Non-ionic Polymer in liquid form is a direct additive used in the drinking water and must be approved as suitable by an accredited certification organization in accordance with NSF and have a maximum application rate of 3 ppm in influent water.
2. Liquid Non-ionic Polymer shall be high in molecular weight and chlorine resistant.
3. The chemical must be water soluble, have a specific gravity reading equal or near to water (1.1), and the charge density shall not be pH sensitive.
4. Liquid Non-ionic Polymer reduces or eliminates the need for inorganic flocculent chemicals. It shall be free from monomers and non-TTHM forming upon being chlorinated at concentrations encountered in the normal water purification process.
5. Forms an easily dewatered sludge.
6. Capability to be fed full strength or diluted in-line to the point of application.

#### **B. Approved Products**

1. The City has found CLARIFLOC N-6310 acceptable.

#### **C. Technical Support**

1. The supplier must be capable of providing technical support, including on-site jar testing and training as specified by plant operations.

#### **D. Packaging and Delivery**

1. Deliveries shall be made in 55-gallon open top plastic drums in a truck with lift gate capabilities.

#### **E. Quantity**

1. The Water Treatment Plant's annual estimated usage is (24) 55-gallon drums per year.

#### **F. Delivery Location**

1. All deliveries will be made to the City of Rockville's Water Treatment Plant, 10930 Sandy Landing Road, Potomac, MD 20854.

## 2. **POLYALUMINUM HYDROXYCHLOROSULFATE**

### A. General Specifications

1. Polyaluminum Hydroxychlorosulfate is a direct additive used in the treatment of drinking water and must be approved as suitable by an accredited certification organization in accordance with ANSI/NSF Standard 60.
2. Polyaluminum Hydroxychlorosulfate shall appear clear to slightly hazy in color and free of visible foreign matter or sediment. Specific gravity of the solution shall range from 1.1 to 1.4 and will vary with Polyaluminum Hydroxychlorosulfate content and by-product salt content.
3. Polyaluminum Hydroxychlorosulfate must be completely water soluble and not significantly depress the treated water's pH. The pH of the liquid chemical must be greater than 2.3.
4. The aluminum concentration shall exceed 9% (expressed as % Al<sub>2</sub>O<sub>3</sub>). The basicity shall exceed 70% and the sulfates (expressed as % SO<sub>4</sub>) shall be a minimum of 1.7%.
5. Freezing temperatures shall be less than -12°C unless the contractor supplies two acceptable products. One for the winter season with a freezing temperature less than -12°C and for the remainder of the year one with a freezing temperature less than 0 C.
6. Polyaluminum Hydroxychlorosulfate shall not contain any amounts of natural or synthetic polymers. It shall not emit any organic odors.

### B. Approved Products

1. Products with a freezing temperature lower than -12°C:

- Delta: DelPac 2500

### C. Technical Support

1. Contractor shall provide technical support, including on-site jar testing and training as directed by the City's Water Treatment Plant Superintendent. Onsite technical support shall be available within 24 hours after notification. Technician must be experienced in using Polyaluminum Hydroxychlorosulfate as a primary coagulant for drinking water and have working knowledge of the equipment used at the City's water treatment plants.

### D. Packaging and Delivery

1. Polyaluminum Hydroxychlorosulfate must be in liquid form and easily applied via metering pumps. The chemical shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in storage tanks.

E. Delivery Location

1. All deliveries will be made to the City of Rockville's Water Treatment Plant, 10930 Sandy Landing Road, Potomac, MD 20854.

F. Quantity

1. The Water Treatment Plant's annual estimated usage is 50 tons per year.

**3. POLYPHOSPHATE (C-5)**

A. General Specifications

1. Polyphosphate's primary purpose is for corrosion control and reduction of soluble lead in drinking water. Must be approved as suitable by an accredited certification organization in accordance with ANSI/NSF Standard 60.

2. Shall be a colorless solution, odorless, percentage volatile by volume of 55%, have a specific gravity of 1.37 +0.03 and be miscible in all proportions.

B. Packaging and Delivery

1. Deliveries shall be in tank type trucks and unloaded by a self-contained conveyance system. If the contractor's truck requires additional types of connections, other than what is in place, the contractor must provide the required connection and remove after each delivery.

C. Delivery Location

1. All deliveries will be made to the City of Rockville's Water Treatment Plant, 10930 Sand Landing Road, Potomac, MD 20854.

D. Quantity

1. The Water Treatment Plant's annual estimated usage is 30 tons per year and can be delivered in 2.5 tons/order or mini bulk 500 gallons/order.

**4. SODIUM HYPOCHLORITE**

A. General Specifications

1. Sodium Hypochlorite supplied to water plants is a direct additive used in the treatment of drinking water and must be approved as suitable by an accredited certification organization in accordance with ANSI/NSF Standard 60.

2. The sodium hypochlorite solution shall have 12.5% - 15.5% percent available chlorine by weight. It shall have a specific gravity of approximately 1.19 – 1.22. It shall have a freezing point of -20°F. It shall be free of adulterants or impurities which may cause hazards or stoppage in standard water and wastewater equipment.

3. It shall not have a temperature in excess of 104°F upon delivery unless a higher temperature is approved by the Plant Superintendent.

4. The City of Rockville reserves the right to test material upon receipt in accordance with the most recent AWWA Standard for Hypochlorites (ANSI/AWWA B300-04) to assure compliance with contract specifications. Upon delivery the sodium hypochlorite should meet requirements of solution strength and also be a clear light yellow liquid free of obvious impurities introduced during manufacture or transport.

B. Packaging and Delivery

1. Packaging shall be net 50 lb. pails. Empty pails shall be returnable.

C. Delivery Location

1. All deliveries will be made to the City of Rockville's Water Treatment Plant, 10930 Sandy Landing Road, Potomac, MD 20854.

D. Quantity

1. The Water Treatment Plant's annual estimated usage is 300 pails. Deliveries are estimated to be 25 pails per delivery, frequency as required by the Water Treatment Plant.

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**BID PROPOSAL FORM  
IFB# 47-15**

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES TO PERFORM ALL WORK NECESSARY TO FURNISH AND DELIVER WATER TREATMENT CHEMICALS. BIDDERS MUST BID ALL ITEMS.

**BASE PERIOD: 7-1-2015 – 6-30-2016**

ITEM NUMBER	CHEMICAL NAME	PKG	UNIT PRICE		EST. ANNUAL USAGE	TOTAL
1	NON-IONIC POLYMER	DRUMS (55 GAL)	\$	X	24 DRUMS	\$ (A)
2	POLYALUMINUM HYDROXYCHLOROSULFATE	TON	\$	X	50 TONS	\$ (B)
3	POLYPHOSPHATE (C-5)	TON	\$	X	30 TONS	\$ (C)
4	SODIUM HYPOCHLORITE	PAIL (50 lb.)	\$	X	300 PAILS	\$ (D)
					GRAND TOTAL (A+B+C+D)	\$

**DELIVERY**

Confirm ability to meet delivery schedule in accordance with items 1-4 within the Chemical Requirements section of pages 19-22:

Yes \_\_\_\_\_ No \_\_\_\_\_

**EMERGENCY SERVICE**

(24hr.) PHONE: \_\_\_\_\_

**EXCEPTIONS**

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDENDA**

Addenda will be posted on the City's website (www.rockvillemd.gov). Plan holders are responsible for checking the City's website periodically for all addenda.

Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: # \_\_\_\_\_ or \_\_\_\_\_ none.

**SUBCONTRACTING**

\_\_\_\_\_ Confirm that no subcontractors will be utilized for this contract.

**ADDITIONAL SUBMITTALS**

The contractor shall submit the following with their bid:

- A copy of Certificate showing contractor is approved as suitable by an accredited certification organization in accordance with ANSI/NSF Standard 60.



- Material Safety Data Sheets (MSDS) must be submitted for each chemical to the Water Treatment Plant Supervisor prior to or with the first delivery and when any changes or adjustments have been made to the chemical.
- Provide evidence of five (5) years of experience.

### **INSURANCE**

The contractor will be required to submit a certificate of insurance **including endorsements and a waiver of subrogation** in accordance with Insurance Requirements Page. Provide a copy of a current Certificate of Insurance with your bid.

Confirm your firm's ability to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified. \_\_\_\_\_YES \_\_\_\_\_NO

### **SUBMITTALS**

The following items shall be submitted with the bid in duplicate (one original and one copy):

- a. Bid Proposal Form, pages 23-28
- b. Reference Form, page 29-30
- c. Affidavit, pages 31-32
- d. Completed W9 form
- e. Metropolitan Washington Council of Governments Rider Clause Form, page 35

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

**IF AN INDIVIDUAL:**

NAME: \_\_\_\_\_

Street and/or P.O. Box			
City	State	Zip Code	Fed ID or SSN
Signature _____ (SEAL)			Date
Print Signature			

WITNESS: \_\_\_\_\_

Signature
Print Signature

**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: \_\_\_\_\_

Street and/or P.O. Box			
City	State	Zip Code	Fed ID or SSN

BY: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Member Signature Date

\_\_\_\_\_  
Print Signature

TITLE: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Signature

**IF A CORPORATION:**

NAME OF CORPORATION: \_\_\_\_\_

\_\_\_\_\_  
Street and/or P.O. Box

\_\_\_\_\_  
City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Signature

TITLE: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Print Signature

**REMITTANCE ADDRESS (if different than above)**

\_\_\_\_\_  
Street and/or P.O. Box

\_\_\_\_\_  
City State Zip Code

**Normal Working Hours:**

CONTACT NAME(S): \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**Emergency Calls:**

CONTACT NAME(S): \_\_\_\_\_

TELEPHONE: \_\_\_\_\_



### **REFERENCE FORM**

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications.

The Bidder shall be a competent and experienced Contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of three (3) years. Please furnish a representative list of five (5) projects involving work as specified, including the last 2 jobs completed by your firm.

The bidder shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder. The City may make such an investigation, as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

1. Company Name \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_

Project/Contract Number and Description: \_\_\_\_\_

\_\_\_\_\_

2. Company Name \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_

Project/Contract Number and Description: \_\_\_\_\_

\_\_\_\_\_

3. Company Name \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_

Project/Contract Number and Description: \_\_\_\_\_

\_\_\_\_\_

**LAST TWO CONTRACTS COMPLETED BY YOUR FIRM**

4. Company Name \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_  
Project/Contract Number and Description: \_\_\_\_\_  
\_\_\_\_\_

5. Company Name \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Project Value: \_\_\_\_\_ Completion date: \_\_\_\_\_  
Project/Contract Number and Description: \_\_\_\_\_  
\_\_\_\_\_

## A F F I D A V I T

**I hereby affirm that: I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.**

**I further affirm:      AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. \_\_\_\_\_

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged

in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

**NON—COLLUSION AFFIDAVIT**

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.**

**Signature and  
Title**

**Date**

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# CONTRACT

## For Machinery, Supplies, and/or Services

# STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE AND SUPPLIER OR CONTRACTOR

This Agreement, made this            day of            , 20        , by and between

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) \_\_\_\_\_

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

**ARTICLE 1.** The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

**ARTICLE 2.** The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

**ARTICLE 3.** The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor Described in the specifications entitled \_\_\_\_\_

**ARTICLE 4.** The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

**ARTICLE 5.** If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

**ARTICLE 6.** The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

**NOTE (A):** The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Masonry Company.

**ARTICLE 7.** The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

**ARTICLE 8.** The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) \_\_\_\_\_  
\_\_\_\_\_ and  
the COUNCIL have caused these presents to be signed and sealed.

For  
Corporations.

Corporation: \_\_\_\_\_

\*By: \_\_\_\_\_ (Seal)  
(Either president or vice-president. If other person is authorized,  
authorization in form of corporate resolution must be attached.)

Witness: \_\_\_\_\_  
(Should be secretary or Asst. secretary.)

\*Corporate seal must be impressed through name of person signing for corporation.

For individuals  
or partnerships.

Name: \_\_\_\_\_ (Seal)  
(Either owner or partner)

Witness: \_\_\_\_\_

**MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**

By \_\_\_\_\_ (Seal)  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk  
Approved as to form and legality

\_\_\_\_\_  
City Attorney

**NOTE (A):** The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.

## Metropolitan Washington Council of Governments Rider Clause

### USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The City Of Rockville shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

#### BIDDER'S AUTHORIZATION TO EXTEND CONTRACT TO:

Yes / No	Jurisdiction	Yes / No	Jurisdiction
	Alexandria, Virginia		Alexandria Public Schools
	Alexandria Sanitation Authority		Arlington County, Virginia
	Arlington County Public Schools		Bowie, Maryland
	Charles County Public Schools		College Park, Maryland
	Culpeper County, Virginia		District of Columbia
	District of Columbia Courts		District of Columbia Public Schools
	District of Columbia Water & Sewer Auth.		Fairfax, Virginia
	Fairfax County, Virginia		Fairfax County Water Authority
	Falls Church, Virginia		Fauquier County Schools & Government, Virginia
	Frederick, Maryland		Frederick County, Maryland
	Gaithersburg, Maryland		Greenbelt, Maryland
	Herndon, Virginia		Loudoun County
	Loudoun County Public Schools		Loudoun County Sanitation Authority
	Manassas, Virginia		City of Manassas Public Schools
	Manassas Park, Virginia		Maryland-National Capital Park & Planning Comm.
	Metropolitan Washington Airports Authority		Metropolitan Washington Council of Governments
	Montgomery College		Montgomery County, Maryland
	Montgomery County Public Schools		Prince George's County, Maryland
	Prince George's Public Schools		Prince William County, Virginia
	Prince William County Public Schools		Prince William County Service Authority
	Rockville, Maryland		Spotsylvania County Schools
	Stafford County, Virginia		Takoma Park, Maryland
	Upper Occoquan Sewage Authority		Vienna, Virginia
	Washington Metropolitan Area Transit Authority		Washington Suburban Sanitary Commission
	Winchester, Virginia		